

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS
EASTERN DIVISION

CIVIL ACTION NO.

PEDIATRIC PULMONARY SPECIALISTS, P.C.,)

Plaintiff,)

v.)

EMBASSY OF THE STATE OF KUWAIT,)
HEALTH DIVISION)

Defendant.)

**COMPLAINT AND DEMAND
FOR JURY TRIAL**

For its Complaint, Plaintiff states as follows:

PARTIES

1. Plaintiff Pediatric Pulmonary Specialists, P.C. (“PPS”) is a duly organized Massachusetts professional corporation with its principal office located in Brighton, Massachusetts.

2. Defendant Embassy of the State of Kuwait, Health Division (“Kuwait Health Division”) is a governmental agency of the State of Kuwait with an office located in the Embassy of the State of Kuwait, 4301 Connecticut Avenue NW Suite 330, Washington, D.C. 20008.

JURISDICTION AND VENUE

3. This Court has original jurisdiction over this matter pursuant to 28 U.S.C. § 1332(a)(2) because the amount in controversy exceeds \$75,000, exclusive of interest and costs, and is between a citizen of Massachusetts and an agency of a foreign state, namely the State of Kuwait.

4. Jurisdiction and venue is proper in this Court pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to the claim occurred in the District of Massachusetts; namely, Kuwait Health Division is conducting business in Massachusetts and has thereby subjected itself to the jurisdiction of the courts of Massachusetts by issuing written financial letters of guarantee of payment covering medical services provided by PPS to pediatric patients from Kuwait who are being treated at Franciscan Hospital for Children in Brighton, Massachusetts (the “Hospital”).

BREACH OF CONTRACT

5. Defendant Kuwait Health Division agreed in writing to pay for all medical services provided to pediatric patients from Kuwait at the Hospital, covering all medical services provided by the Hospital and all professional health providers, by issuing written financial letters of guarantee by which Kuwait Health Division guaranteed that it would make payment for all such medical services.

6. In reliance on such written financial letters of guarantee issued by Kuwait Health Division, PPS, as a professional health provider, agreed to and did provide medical services to pediatric patients from Kuwait being treated at the Hospital, which patients were covered by such written financial letters of guarantee.

7. PPS has provided the requested medical services to pediatric patients from Kuwait being treated at the Hospital but Kuwait Health Division has failed and refused, despite repeated demands for payment, to remit payment for such services to either the Hospital and/or PPS.

8. Kuwait Health Office has thus breached the parties' agreement and the express terms of the written financial letters of guarantee and as a direct and proximate result, PPS has incurred damages exceeding \$750,000.

REQUESTED RELIEF

WHEREFORE, PPS respectfully requests that judgment be entered in its favor and against Kuwait Health Division in the amount proven at trial, which currently stands in excess of \$750,000 plus interests and costs, and that this Court grant such other and further relief as the Court deems just and proper.

REQUEST FOR JURY TRIAL

Plaintiff hereby requests a trial by jury on all claims.

Dated: April 6, 2020

Respectfully submitted,

Plaintiff,
By its counsel:

/s/ Andrew C. Gately

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